on the original policy claiming as beneficiary and assignee. *Held*, that plaintiff may recover. *Lloyd* v. *Royal Union Mutual Life Ins. Co.*, 245 Fed. 162.

It is well established that the beneficiary under an ordinary life-insurance policy has a vested interest. *Mutual Life Ins. Co.* v. *Allen*, 212 Ill. 134, 72 N. E. 200; *Washington Life Ins. Co.* v. *Berwald*, 97 Tex. 111, 76 S. W. 442. See 13 HARV. L. REV. 682. Where the insured has reserved the right to change beneficiaries some cases hold that the beneficiary still has a vested right. *Roberts* v. *N. W. Nat. Life Ins. Co.*, 143 Ga. 780, 85 S. E. 1043; *Holder* v. *Prudential Ins. Co.*, 77 S. C. 299, 57 S. E. 853. But the beneficiary's vested right can exist only if the parties to the insurance contract intended that it should; and reservation of the right to change beneficiaries shows an obvious intent that no right should vest. *Equitable Life Assurance Soc.* v. *Stough*, 45 Ind. App. 411, 89 N. E. 612; *Hick* v. *North Western, etc. Co.*, 166 Iowa 532, 147 N. W. 883. Paying the premiums gave to the beneficiary an equitable lien on the proceeds. *Stockwell* v. *Mutual Life Ins. Co.*, 140 Cal. 198, 73 Pac. 833. See 17 HARV. L. REV. 203. Divorce, of itself, aside from statutory provisions, does not defeat the beneficiary's right. *Overhiser* v. *Mutual Life Ins. Co.*, 63 Ohio St. 77. To revoke a trust where the power to do so has been reserved, the stated conditions of revocation must be complied with. *Tudor* v. *Vail*, 195 Mass. 18, 80 N. E. 590; *Lippincott* v. *Williams*, 63 N. J. Eq. 130, 51 Atl. 467. On this analogy the right of an insurance-policy beneficiary should not be cut off except through faithful fulfilment of the conditions of revocation. The decisions would seem to uphold such a view, without clearly stating the correct grounds. *Canavan* v. *J. Hancock Mutual Life Ins. Co.*, 39 Misc. (N. Y.) 782, 81 N. Y. Supp. 304; *Sangunitto* v. *Goldey*, 88 App. Div. 78, 84 N. Y. Supp. 989. But more than a matter of form was involved. Delivery of a stock certificate to a donee makes him irrevocably *dominus* of the shares and the rights represented by it. *Commonwealth* v. *Crompton*, 137 Pa. 138. See AMES, CASES ON TRUSTS, 155, 156, n. The same apparently is true in the case of insurance policies. *Harrison* v. *McCoulsey*, 1 Md. Ch. 34; *Crittenden* v. *Phoenix Co.*, 41 Mich. 442. On these principles the decision in the principal case appears to be sound.

INTOXICATING LIQUORS — LEGISLATION — CONSTITUTIONALITY: STATUTE PROHIBITING POSSESSION FOR PERSONAL USE. — An act of the legislature of Idaho made it unlawful for any person to have in his possession within certain prohibition districts any intoxicating liquors not obtained under a permit as provided in the act. (1915, Idaho SESSION LAWS, c. 11.) Plaintiff in error was arrested on the charge of violating this act by having in his possession a bottle of whisky for his own personal use. *Held*, that the act in question was not in conflict with the Fourteenth Amendment. *Crane* v. *Campbell*, 38 Sup. Ct. Rep. 98.

There have been various decisions to the effect that statutes prohibiting possession for personal use violated state constitutional guarantees. *State* v. *Williams*, 146 N. C. 618, 61 S. E. 61; *Ex parte Brown*, 38 Tex. Cr. App. 295, 42 S. W. 554. See FREUND, POLICE POWER, §§ 453, 454. The precise point seems never to have come up before under the federal constitution, though there is a strong *dictum* to the effect that a state may prohibit manufacture of intoxicating liquor for personal use. See *Mugler* v. *Kansas*, 123 U. S. 623, 662. Numerous cases, also, have upheld statutes prohibiting the sale or possession of game during the closed season, even though it was imported from another jurisdiction where it had been legally taken. *Silz* v. *Hesterberg*, 211 U. S. 31; *Magner* v. *People*, 97 Ill. 320; *Smith* v. *State*, 155 Ind. 611, 58 N. E. 1044. *Contra*, *People* v. *Buffalo Fish Co.*, 164 N. Y. 93, 58 N. E. 34. A statute making it a misdemeanor to sell adulterated milk with or without fraudulent intent has likewise been held not a denial of due process. *People* v. *West*, 106 N. Y. 293,

12 N. E. 610. The decision of the principal case would seem to follow from these authorities. Although a new application of the doctrine of administrative necessity, it does not seem in the light of modern tendencies to be an unwarranted one.

INTOXICATING LIQUORS — LEGISLATION — VALIDITY OF STATE LEGISLATION UNDER THE WEBB-KENYON LAW. — By statute, carriers doing business in the state were required to keep a comprehensive record of shipments of liquor. Said record was to be open to inspection by any citizen of the state. Defendant was indicted for a violation of this latter requirement. As a defense it was argued that the statute was void as attempting to regulate interstate commerce. *Held*, that the statute is valid. *Seaboard, etc. R. Co.* v. *North Carolina*, S. C. U. S., No. 18, October Term, 1917.

The Supreme Court was here called upon to determine the validity of state legislation complementary to the Webb-Kenyon Law of 1913. The theory propounded to sustain such legislative action is that the states have a police power concurrent with, but inferior to, the commerce power of Congress; that it is impliedly the intent of Congress that this police power be forbidden to impose restraint on commerce, save that where uniformity of regulation is not essential; but that the impediment to its operation may be, and in certain cases by the Webb-Kenyon Law has been, removed by congressional action. See *Clark Distilling Co.* v. *Western, etc. R. Co.*, 242 U. S. 311, 328, 329; *Adams Express Co.* v. *Kentucky*, 238 U. S. 190, 196–199. But to say that this is not a regulation of interstate commerce, but a mere extension of the police power, where it is obvious that such regulation is in fact accomplished, seems a rather arbitrary classification of governmental powers. To avoid this the following theory has been suggested: The states have concurrent power with congress over all interstate commerce, the latter having precedence. Presumptively there must be no restraint by the states on commerce requiring uniformity of regulation, but express enactment will rebut the presumption. Then the sole question is whether the state regulation is in harmony with the federal. See T. R. Powell, "The Webb-Kenyon Law," 2 So. L. Q. 112, 137. Whatever the theory adopted, the statute in question was reasonably calculated to give effect to the state's power. *State* v. *Seaboard, etc. R. Co.*, 169 N. C. 295, 84 S. E. 283. Hence the soundness of the decision cannot be seriously questioned.

LEGACIES — ADEMPTION — WHETHER ADEEMED BY SUBSEQUENT COVENANT TO PAY AN EQUAL AMOUNT. — By will, a man left $30,000 to his wife. Later, by a separation agreement, he promised to pay her $30,000 if she survived him, and covenanted to secure payment by a legacy. The man died, and the wife now claims as legatee as well as creditor. *Held*, she can recover only as creditor. *Rissmuller* v. *Balcom*, [1917] 3 WEST. WKLY. REP. 535.

It is generally stated that whether or not a legacy shall be adeemed by a gift or contract is solely a question of the intent of the testator. *Johnson* v. *McDowell*, 154 Iowa. 38, 134 N. W. 419. It has been pointed out, however, that this statement is not quite accurate, and that the testator's intent must be communicated to and understood by the legatee before the death of the testator. *In re Shields*, [1912] 1 Ch. 591. Where an indebtedness is contracted after making the will, no presumption can arise that the legacy was meant to be satisfaction of the debt. See JARMAN, WILLS, 6 ed., 1172. Nor has the fact that the creditor is the testator's wife any significance. *Fowler* v. *Fowler*, 3 P. Wms. 353. But extrinsic evidence may be introduced to show it was understood that satisfaction of the legacy was intended. *Allen* v. *Allen*, 13 S. C. 512; *Richards* v. *Humphreys*, 15 Pick (Mass.) 133. And such understanding may be sufficiently indicated by such an identity between the provision of the will and